

MEMORANDUM OF UNDERSTANDING
Between
The County of San Bernardino
And
Reach Out
On behalf of the San Bernardino County Capacity Building Consortium
For the 2009 American Recovery and Reinvestment Act (ARRA)
Strengthening Communities Fund Nonprofit Capacity Building Program

7/2/2009

WHEREAS, This Memorandum of Understanding (MOU) is entered into in the State of California by and between Reach Out, on behalf of the San Bernardino County Capacity Building Consortium, hereinafter called the SBCCBC, and the County Administrative Office (CAO) - Grants Office, hereinafter called the County; and

WHEREAS, The CAO – Grants Office was created in 2006 by the San Bernardino County Board of Supervisors to assist county departments and community benefit organizations in applying for grants to advance the mission of the County, which is ultimately to positively serve and enhance the well-being of all residents; and

WHEREAS, The County desires to collaborate with SBCCBC to build the capacity of local nonprofit organizations (NPOs) to help low-income individuals secure and retain employment, earn higher wages, obtain better-quality jobs, and gain greater access to state and federal benefits and tax credits, including American Recovery and Reinvestment Act (ARRA) benefits; and

WHEREAS, The SBCCBC finds the County qualified to provide in-kind services in the amount of \$35,636 which will be used as matching funds for the Strengthening Communities Fund (SCF) Nonprofit Capacity Building Program; and

WHEREAS, Reach Out will serve as the lead fiscal agent for the SCF Nonprofit Capacity Building Grant on behalf of the SBCCBC; and

NOW THEREFORE, in accordance with the conditions stated herein, SBCCBC and the County mutually agree to the following terms and conditions:

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I. DEFINITIONS

- A. County of San Bernardino (County) – A public entity whose mission is to satisfy customers by providing service that promotes the health, safety, well being, and quality of life of its residents according to the County Charter, general laws, and the will of the people it serves. Under the County Administrative Office, the mission of the San Bernardino County Grants Office is to support county government and community benefit organizations by fostering organizational capacity for the overall betterment of the community. The primary goals of the CAO – Grants Office are to: increase overall sustainability; establish, cultivate, and promote relations; enhance organizational capacity; and provide valuable resources and tools.
- B. Reach Out – A nonprofit organization that has been focused on helping youth and families, since 1969, to develop vital life skills and in creating opportunities for youth-driven, positive change which will allow them to experience success in changing their lives and their communities.
- C. San Bernardino County Capacity Building Consortium (SBCCBC) – A consortium of partners, including regional nonprofit network leaders, private consultants, Arrowhead United Way, and the local Community Foundation, that has been in existence since 20006, whose goal is to increase the ability of community benefit organizations to sustain positive outcomes for all residents in San Bernardino County by assisting nonprofit agencies, and their partners, to be effective, responsive, innovative, and sustainable.
- D. Nonprofit Organizations (NPOs) – Community-Based Organizations, Faith-Based Organizations, and their partners, as identified by the County and SBCCBC.
- E. Strengthening Communities Fund Nonprofit Capacity Building Program (Grant) – Competitive funding available to nonprofit organizations through the American Recovery and Reinvestment Act (ARRA) to support local capacity building services.

II. PURPOSE

The intent of this MOU is to 1) Document the existing partnership between the County and SBCCBC; 2) Demonstrate the County's commitment to the 2009 SCF Nonprofit Capacity Building Program; and 3) Establish the terms and conditions under which the County will provide guidance and oversight for the SCF Nonprofit Capacity Building Program.

To reduce duplication and maximize resources, the SBCCBC serves as a coordinating entity and convening intermediary for regional capacity-building

efforts. In addition, the SBCCBC raises awareness about the needs of NPOs in the region through needs assessments, studies, and presentations to community leaders and foundations. The County has been a key partner in the formation and development of the SBCCBC, as the County's Grant Coordinator is the current co-chair of the SBCCBC. Since 2007, the County has provided leadership, technical advice, and planning support to all phases of SBCCBC work.

III. TERM

The MOU is effective October 1, 2009, and expires September 30, 2011, and is contingent upon successfully securing the potential grant funds. If the grant funds are not obtained, this MOU will not become effective. The MOU can be terminated earlier in accordance with the provisions of the MOU as stated in Section VII – Early Termination.

IV. PARTNER AGENCY RESPONSIBILITIES

- A. This MOU is not assignable by any party hereto either in whole or in part.
- B. Reach Out, on behalf of the SBCCBC, will be responsible for administering grant money and distributing funds to other agencies; and to provide nonpartisan mediation between NPOs and the County.
- C. All partner agencies agree not to enter into any subcontracting agreements for work contemplated under the MOU without first obtaining written approval from each of the other partner agencies. Any subcontractor shall comply with all of the contracting requirements of the partner with which that agency is subcontracting. The subcontracting partner agency shall be fully responsible for the performance of any subcontractor.
- D. Reach Out shall obtain and complete all required documents, as well as maintain satisfactory performance as outlined herein for the period of this MOU defined in Section III, in accordance with the grantor agency guidelines and requirements.
- E. The SBCCBC shall adhere to mutually developed grievance procedures with regard to client satisfaction. The SBCCBC shall provide a system, approved by each of the partner agencies, through which recipients of service will have the opportunity to express and have considered their views and complaints regarding the delivery of services.
- F. Except as otherwise required by the California Public Records Act or any other law or regulation, the SBCCBC shall protect from unauthorized use or disclosure names and other identifying information concerning persons

receiving services pursuant to this MOU, except for statistical information not identifying any participant. Partnering agencies shall not use or disclose any identifying information for any other purpose other than carrying out the obligations under this MOU. This provision will remain in force even after the termination of this MOU.

V. COUNTY RESPONSIBILITIES

As a member of the SBCCBC, the County will support the coordination of SCF Nonprofit Capacity Building grant activities including programmatic, budget, evaluation, and reporting requirements. The County will provide guidance for the SBCCBC in each of the following areas and activities described below. The County Grants Coordinator, or her designee, will serve as a member of the SCF Advisory Committee to manage the following:

A. Development and Implementation:

- i. Review and provide feedback on the Organizational Capacity Assessment processes and all standards and curriculums to be used.
- ii. Review and provide feedback on all phases of the capacity-building strategies to provide: organizational development, program development, collaboration and community engagement, leadership development, and evaluation of effectiveness.

B. Project Coordination:

- i. Serve on the panel to recruit and select the SCF Project Coordinator (A Consultant).
- ii. Review and provide feedback on the coordination of the project, including evaluations of contracted consultants (e.g. the Project Coordinator and Others).
- iii. Support the work plan development and management process.

C. Budget and Administrative Oversight:

- i. Review and provide feedback on budget items and budget reports to be provided by Reach Out, on behalf of the SBCCBC.
- ii. Will guarantee that sub-grants outreach and selection process for sub-awardees is open to both faith-based and community organizations, sub-awardees will be chosen competitively, and will not be pre-selected.

- iii. Ensure that the competitive capacity building sub-awards will not be used for direct services (e.g. Awards do not pay for “direct fund-raising”, defined as forms of spending money with the hope of getting money back as a direct result).

D. Evaluation and Quality Control:

- i. Support the development of evaluation plans.
- ii. Review presentations of capacity-building assessment and related data and all SCF project measures and grant data.
- iii. Evaluate the impact of technical assistance curricula, activities, and sub-grants.

E. Capacity Building Consortium SCF Meeting Structure and Schedule:

- i. For the convenience of SBCCBC members, monthly SCF Advisory Committee meetings will be conducted on a rotating basis between Ontario, San Bernardino, and Victorville.

VI. MUTUAL RESPONSIBILITIES

- A. The SBCCBC and the County agree to establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU; and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- B. The SBCCBC and the County agree to establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution up and through partner agency mutual chain of command, as deemed necessary.

VII. FISCAL PROVISIONS

- A. The maximum amount of \$1,000,000 under this MOU shall be made available to Reach Out, on behalf of the SBCCBC, by the grantor agency.
- B. The County agrees to provide an in-kind contribution of \$35,636 (\$17,818 annually) for the two year period, as outlined below, to be used towards matching requirements for the SCF Nonprofit Capacity Building grant.

Salaries and Benefits	\$33,496
Travel Costs	\$1,540
Printing Costs	\$600

- C. Costs for services under the terms of this MOU will be incurred during the contract period except as approved by SBCCBC partner agencies.
- D. Funds made available under this MOU shall not supplant any federal, state or any governmental funds intended for services of the same nature as this MOU. The SBCCBC agrees that it will not use funds received pursuant to this MOU, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the SBCCBC partner agencies.

VIII. RIGHT TO MONITOR AND AUDIT

- A. County administrative support staff or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Inspector General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of the SBCCBC in the delivery of services provided under this MOU. Full cooperation shall be given by agency partners in any auditing or monitoring conducted.
- B. The SBCCBC shall cooperate in the implementation, monitoring and evaluation of this MOU and comply with any and all reporting requirements.
- C. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by partner administrative support staff for the SBCCBC, Federal and State representatives for a period of three years after final payment under the MOU or until all pending County, State and Federal audits are completed, whichever is later. Records of the SBCCBC which do not pertain to the services under this MOU shall not be subject to review or audit unless provided in this or another MOU/Contract. Technical program data shall be retained locally and made available upon reasonable advance written notice.
- D. The SBCCBC shall provide all reasonable facilities and assistance for the safety and convenience of agency partner representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of agency partners.

IX. EARLY TERMINATION

- A. Both the County and Reach Out may terminate its participation in this MOU without cause upon ninety (90) days written notice to other participating agencies. The Reach Out Executive Director is authorized to exercise their rights with respect to any termination of this MOU. The Assistant County

Administrative Officer, or his designee, has the authority to terminate this MOU on behalf of the County.

- B. If, during the term of this MOU, funds appropriated for the purpose of this MOU are reduced or eliminated, the SBCCBC may immediately terminate this MOU upon written notice to its partner agencies.

X. GENERAL PROVISIONS

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of all parties as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. All employees performing services under this agreement are to be covered by their employing agencies insurance policies in accordance with the laws of the State of California, and all partners hereby agree to maintain such insurance.

XI. CONCLUSION

- A. The MOU, consisting of nine (9) pages is the full and complete document describing the services to be rendered by the County, on behalf of the SBCCBC, including all covenants, conditions, and benefits.
- B. The signatures of the Parties affixed to the MOU affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

COUNTY OF SAN BERNARDINO

REACH OUT

➔

(Authorized Signature-Sign in blue ink)

Gary C. Ovitt

(Print or type Name)

Title: Chairman, Board of Supervisors

Dated:

➔

(Authorized Signature-Sign in blue ink)

Diana Fox

(Print or type Name)

Title: Executive Director/SBCCBC Chair

Dated:

APPROVED AS TO LEGAL CONTENT:

➔

(Authorized Signature-Sign in blue ink)

Michelle Blakemore

(Print or type Name)

Title: Principal Assistant County Counsel

Dated: